

**PROCUREMENT, PORTFOLIO AND FINANCIAL MANAGEMENT DEPARTMENT**  
**COVID 19: GUIDANCE TO EXECUTING AGENCIES**  
**ON CONSULTING SERVICES RECRUITMENT AND CONTRACT MANAGEMENT UNDER**  
**EXECUTING AGENCY ADMINISTERED CONSULTING CONTRACTS**

March 2020

**A. INTRODUCTION**

1. Executing agencies (EAs) are responsible for the procurement and administration of some consulting contracts under ADB financed projects. ADB provides the following general advice to EAs in connection with the recruitment and contract management of individual consultants or consulting firms. Where issues arise in contract management under existing EA administered consulting contracts, such issues should be resolved by the parties in accordance with the relevant provisions of the consulting contract. Since EA-administered consulting contracts are governed by local law, the EAs should seek competent local legal advice on the contractual terms and their rights and obligations thereunder.

**B. RECRUITMENT OF INDIVIDUAL CONSULTANTS AND CONSULTING FIRMS**

2. When consulting expertise is sought from or in countries significantly affected by the COVID-19 outbreak (Affected Countries), the following should be specifically considered by EAs:

- a) where hard copy submissions of expressions of interest, technical and financial proposals in response to RFPs cannot be made, EAs may consider accepting electronic submissions, provided such procedures do not discriminate against any bidders. EAs should make extra effort to ascertain whether electronic invitations are received by the intended recipients by requiring them to acknowledge receipt;
- b) flexibility to extend the time for the preparation and submission of expressions of interest and consultants' proposals;
- c) flexibility with regards to start and end dates under consulting contracts and milestones for delivery of outputs, where appropriate;
- d) flexibility with regards to home/field inputs requirements, considering the specifics of the contract as well as travel restrictions that may have an impact on mobilization of consultants. In this context, Requests for Expressions of Interest (REOIs) and the Request for Proposals (RFP) should include the Note to individual consultants and consulting firms set out in the box below:

<p>Due to the outbreak of COVID-19, the commencement and completion dates and other implementation arrangements for this assignment are to be considered as indicative only. The final dates and implementation arrangements will be agreed with the first-ranked [candidate] [firm] at contract negotiations taking into consideration the prevailing situation with COVID-19 at that time.</p>
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- e) inclusion of reasonable contingency sums in the consulting contract to cover any extra costs and expenses that may become payable due to COVID-19, such as potential demobilization, remobilization, hotel costs due to quarantine, etc;
- f) consideration of national versus international inputs and their timing since international experts' inputs are more likely to be affected by travel and quarantine restrictions;
- g) whether meetings, trainings, conferences and other events may be conducted through skype or video- and teleconferencing, and introduction of social distancing requirements, if such events require the physical presence of participants (so long as such physical events have not been restricted under local laws, regulations or directives);
- h) consulting firms and individual consultants are responsible for insurance of all individual experts engaged under the contracts. Under standard general condition GC 8.03, the EA is not responsible for life, accident, travel or other insurance coverage for the Consultant's personnel or their dependents. Consequently, the consulting firm shall provide medical, disability and death insurance, and travel insurance, which shall take into account possible travel-related risks due to COVID-19; EAs should note that in practice consultants may not be able to obtain insurance coverage for risks arising from COVID-19 as this has become a common exclusion. This may expose EAs to claims for compensation if the consultant is subsequently diagnosed with COVID-19 or suffers financial loss as a result of EA mandated travel local legal advice should be sought on this point in particular;
- i) certain major airlines offer no-fee rebooking/travel vouchers for the flights disrupted by the global pandemic;
- j) costs and risks of de-mobilization and re-mobilization;
- k) prioritise the safety and wellbeing of Consultants

### **C. CONTRACT MANAGEMENT OF INDIVIDUAL CONSULTANTS AND CONSULTING FIRMS**

3. Where the Consultant notifies an EA that ongoing assignments are affected by COVID-19, EAs may consider the below options in the following order of priority: (i) replacing field inputs requiring travel and attendance of meetings with video- and teleconferencing; (ii) recalibration of national and international consulting inputs, considering travel restrictions and quarantine measures; (iii) extension of consulting contract completion date and revision of milestones for deliverables and payment to the extent necessary and appropriate; (iv) suspension of the contract; (v) issuing a notice of force majeure (or being prepared to receive one from the Consultant); or (vi) variation or termination of the contract. Notwithstanding the guidance provided herein, in case of considering actions under items (iv)-(vi) above EAs should seek an independent legal advice based on the governing law of the consulting contract.